AG Contract No KR02-1963TRN ADOT ECS File No JPA 02-89
5-Year Item # 86503
Project: RAM-060-B-509
TRACS No . H5609 01C
Section: US 60 (Grand Avenue)
@ 75<sup>th</sup> & Olive Avenues
(Olive Avenue Overpass)
City of Peoria No : L con 00503

### INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PEORIA, ARIZONA

THIS AGREEMENT is entered into _	19	Ma	erch				3, pursuant to
Arizona Poviced Statutes Sections	11-951	through	11-954.	as	amended,	between th	e STATE OF
ARIZONA acting by and through its I	DEPART	MENT O	F IRAN	SPC	RIAHON	(the State)	and the Crit
OF PEORIA, ARIZONA, acting by and	through t	its MAY	UK and (	اال	COUNCIL	. (the City)	

### I. RECITALS

- 1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State
- 2 The City is empowered by Arizona Revised Statutes Section 48-572 and the City Charter Article 1§ 3 (15) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City
- 3 Incident to the State's roadway construction improvements of US 60/Grand Avenue-Olive Avenue Overpass, the State requires the relocation of the City's waterline (which has prior rights). The City currently has an ongoing construction project, herein referred to as the "City Project", wherein the State requests the City relocate said waterline, which includes design and construction costs, at the State's expense, estimated at \$198,220 00.
- 4. In conjunction with the State's roadway construction improvements, referenced above, the City requests the State incorporate the design and construction of the following two elements: 1) A raised median extension along 75<sup>th</sup> Avenue, north of the US 60/75<sup>th</sup> Avenue/Olive Avenue intersection, at an estimated cost of \$12,068 00, and 2) A conduit for traffic signal interconnect through the Olive Avenue Overpass structure, at an estimated cost of \$12,180 00, into the State's construction project, at an estimated total cost of \$27,211 00, all at the City's expense, herein referred to as the "State Project"

Secretary of State

By: Deny . Treenewold

Page 2 JPA 02-89

- 5. A summary of costs associated with the City Project, is detailed on Exhibit A, attached hereto and made a part hereof.
- 6. A summary of costs associated with the State Project, is detailed on Exhibit B, attached hereto and made a part hereof. The two elements requested by the City will include a fixed rate of 14% for construction engineering and administration costs and a fixed rate of 5% for design engineering administration costs.
- 7. It is understood by the parties herein, at no time is the State to be considered the owner of, operator of, or locator for the City's facilities.
- 8. The parties hereto acknowledge and agree to the following conditions: 1) The amounts referenced in this agreement are subject to change; 2) The estimated amounts can change substantially; and, 3) Both parties will perform their responsibilities consistent with this agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

### II. SCOPE OF WORK

### 1. The State:

### In reference to the City Project:

- a. will be responsible for the actual costs associated with the City Project, estimated at \$198,220.00.
- b. Upon execution of this agreement and receipt of an invoice from the City, will remit \$198,220.00 for the estimated costs of the City Project, outlined on Exhibit A.
- c. Will provide design plans, specifications and other such documents and services required for the City to accomplish the construction of the City Project.
- d. Will be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.
- e. Will reimburse the City for actual costs related to the City Project described herein, unless otherwise determined that the actual costs are less than the State's initial payment to the City, wherein a reimbursement from the City will be expected, 30 days after completion and acceptance of the City Project.

### In reference to the State Project;

- f. Upon execution of this agreement will invoice the City \$27,211.00, for the estimated costs of the State Project, outlined on Exhibit B.
- g. Will agree to be authorized agent on behalf of the City, and will prepare to State standards; design plans, specifications and other such documents and services required for the construction bidding and construction of the State Project, including the incorporation of any City review comments.
- h. On behalf of the City, will incorporate said design plans into the State's roadway construction improvement project and call for bids, award one or more contracts to accomplish the State Project; administer same and make all payments to the contractor(s). Will confer with and obtain written consent

Page 3 JPA 02-89

from the City on any State Project related contract modifications. Will be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

i. Upon approval and acceptance of the State Project, will invoice or reimburse the City any difference between the amount paid by the City (\$27,211.00) and the actual cost of the State Project.

### 2. The City:

### In reference to the City Project;

- a. Upon execution of this agreement will invoice the State \$198,220.00, for the estimated costs of the City Project, outlined on Exhibit A.
- b. Will review design plans associated with the City Project and provide comments to the State for incorporation into final design plans.
- c. Will incorporate the design plans associated with the City Project into the City's waterline construction project. By change order to an existing construction contract, will accomplish the City Project; administer same and make all payments to the contractor(s). Will confer with and obtain written consent from the State on any City Project related contract modifications. Will be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.
- d. Upon approval and acceptance of the City Project, will invoice or reimburse the State any difference between the amount paid by the State (\$198,220.00) and the actual cost of the City Project.

### In reference to the State Project;

- e. Will be responsible for the actual costs associated with the State Project, estimated total at \$27,211.00 for both elements.
- f. Upon execution of this agreement and receipt of an invoice from the State, will remit \$27,211.00 for the estimated costs of the State Project, outlined on Exhibit B.
- g. Will and does hereby designate the State as authorized agent for the City. Be responsible for any State Project related contract modifications requested by the City. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.
- h. Will reimburse the State for actual costs related to the State Project described herein, unless otherwise determined that the actual costs are less than the City's initial payment to the State, wherein a reimbursement from the State will be expected, 30 days after completion and acceptance of the State Project.
- i. Upon completion and acceptance of the State Project by the State, provide maintenance to the State Project, all at City's expense.

### III. MISCELLANEOUS PROVISIONS

- 1. This agreement shall remain in force and effect until completion of the work contemplated herein and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to advertisement of the Project, with sixty days written notice to the other party.
  - 2. This agreement shall become effective upon filing with the Secretary of State.

- 3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
- 4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
- 5. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
- 6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Contract Issues:

Arizona Department of Transportation Joint Project Administration 205 South 17 Avenue, MD 616E Phoenix, AZ 85007 FAX: (602) 712-7424

Office of the City Attorney 8401 West Monroe Street Peoria, AZ 85345 FAX: (623) 773-7211

City of Peoria, Arizona

For Billing Issues:

Arizona Department of Transportation Contract Accounting 206 South 17 Avenue, MD 204B Phoenix, AZ 85007 FAX: (602) 712-8471 City of Peoria, Arizona Chief Financial Officer 8401 West Monroe Street Peoria, AZ 85345 FAX: (623) 773-7211

7. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PEORIA, Arizona A Municipal Corporation STATE OF ARIZONA
Department of Transportation

JOHN CHEEGAN

DANIEL S. LANCE, P.E. Deputy State Engineer

G:02-89-VPM-Peoria-Median Island 09Jan2003

T. CON 0 0503

### RESOLUTION NO. 03-25

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, ACTING BY AND THROUGH ITS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION IMPROVEMENTS RELATED TO THE US 60/GRAND AVENUE-OLIVE AVENUE OVERPASS.

WHEREAS, the City of Peoria is authorized to enter into intergovernmental agreements pursuant to Peoria City Charter Article 1 Section 3 (15), and

WHEREAS, the City of Peoria proposes to enter into an intergovernmental agreement with the State of Arizona, and

WHEREAS, the State of Arizona, acting by and through its Department of Transportation proposes to enter into the same intergovernmental agreement,

NOW, THEREFORE, LET IT BE RESOLVED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona, as follows:

That the City Council authorizes entering into the intergovernmental agreement with the State of Arizona, acting by and through its Department of Transportation for the purposes of funding the construction improvements related to the US 60/Grand Avenue-Olive Avenue Overpass Project and

That the Mayor is authorized and directed to execute such documents on behalf of the City, as may be necessary to execute this intergovernmental agreement and to receive and expend the funds authorized by this intergovernmental agreement.

Resolution 03-25 Page 2 of 2

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this  $4^{\text{th}}$  day of February, 2003.

John C. Keegan,

APPROVED AS TO FORM:

Stephen M. Kemp, Oity Attorney

### APPROVAL OF THE CITY OF PEORIA ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PEORIA and declare this agreement to in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 5th day of February, 2003.

Stephen Abung

Attorney

# EXHIBIT A SUMMARY

# GRAND AVENUE CORRIDOR DESCRIPTION AND COST OF ITEMS FOR THE STATE PROJECT

	DESCRIPTION	Estimated Cost for Olive Avenue Waterline Extension. (Cost attributable to the State)
	TOTAL	-\$198,220
COST	CONSTRUCTION	-\$198,220
	DESIGN	0\$
	TEM	ESTIMATED COST FOR OLIVE AVENUE WATERLINE RELOCATION

-\$198,220

-\$198,220

\$0

GRAND TOTAL

Note: Negative dollar value reflects payment from the State to the City.

L con 0 0 5 0 3

Engineer's Estimate Version (100%) JPA 02-89 Date: 01/20/2003

## EXHIBIT A ITEM 1 SUMMARY BACKUP

Item No	Item Description	Umit	Quantity	Unit Price	Àmount
	OLIVE AVENUE - WATER LINE RELOCATION				Account of the second of the s
1	And the second s				
2	ESTIMATED COST				
			***************************************	American	
4	LABOR AND EQUIPMENT	L. SUM	- Company	\$30,000.00	\$30,000.00
	N. A. A. T. T. D. L. A. C.	L. SUM		\$59,000.00	\$59,000.00
0	WAIERIALS	MIIS		\$71,000.00	\$71,000.00
9	42-INCH BORE				00 000 014
7	PAVING	L. SUM	•	\$18,000.00	\$18,000.00
. 8	TRAFFIC CONTROL	L. SUM		\$8,000.00	\$8,000.00
6				Sales Constitution of the	
	SUBTOTAL CONSTRUCTION COST (1)				\$186,000.00
21	A THE RESIDENCE OF THE PARTY OF				
11	THE PARTY OF THE P				OC OCE OF
12	7.8% TAX				04.004.00
13	1.5% BOND		***************************************	***************************************	\$2,790.00
41	SUBTOTAL CONSTRUCTION COST (2)				\$12,220.20
15					
19	ITEM 1 TOTAL COST		***************************************		\$198,220.20
6.1				***************************************	

L con 0 05 03

## EXHIBIT B SUMMARY

# GRAND AVENUE CORRIDOR DESCRIPTION AND COST OF PAY ITEMS FOR CITY OF PEORIA ENHANCEMENTS

— DESCRIPTION	Estimated Cost for Extending the Median in 75th Avenue North of Olive Avenue. (Cost attributable to the City)	Estimated Cost for installing traffic signal interconnect conduit through the Olive Avenue Overpass structure. (Cost attributable to the City)		Construction Engineering and Administration was calculated on a percentage basis of the construction cost of the City's Items.	Engineering Administration was calculated on percentage basis of design cost of the City's Items.		
TOTAL	\$12,068	\$12,180	\$24,248	\$2,723	\$240	\$2,963	\$27,211
COST	\$8,868	\$10,580	\$19,448	\$2,723	\$0	\$2,723	\$22,171
DESIGN	\$3,200	\$1,600	\$4,800	\$0	\$240	\$240	\$5,040
ITEM	1 ESTIMATED COST FOR 75TH AVENUE MEDIAN EXTENSION NORTH OF OLIVE AVENUE	2 ESTIMATED COST FOR OLIVE AVENUE TRAFFIC SIGNAL INTERCONNECT	Items 1&2 Sub-Total:	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	5% DESIGN ENGINEERING ADMINISTRATION	SUB-TOTAL:	GRAND TOTAL  S  O  O  C  C  C  C  C  C  C  C  C  C  C

e

### ITEM 1 SUMMARY BACKUP **EXHIBIT B**

Tath Avenue - MEDIAN EXTENSION NORTH OF OLIVE		Item No	Item Description	Unit	Quantity	Unit Price	Allouin
2   20200202   FEMOVAL, OF CONGRETE CURB AND GUTTER   200   5.000     3.0200202   FEMOVAL, OF CONGRETE SUDEWALKS, DRIVEWAYS AND SLABS   50.7°C   190   5.200     2.0200202   FEMOVAL, OF ASPHALITIC CONGRETE E AND FAME   20.0°C   190   5.200     3.0200202   AGGREGATE BASE CLASS 0   20.0°C   190   5.200     3.0200202   AGGREGATE BASE CLASS 0   20.0°C   170   24.0°C     4.0400202   AGGREGATE SUBBLE CLASS 0   20.0°C   20.0°C   24.0°C     4.0400202   AGGREGATE SUBBLE CLASS 0   20.0°C   20.0°C   24.0°C     4.0400202   AGGREGATE SUBBLE CLASS 0   20.0°C   24.0°C     4.0400202   AGGREGATE SUBBLE CLASS 0   20.0°C   24.0°C     4.0400202   AGGREGATE SUBLE CLASS 0   24.0°C   24.0°C     5.04000   AGGREGATE SUBLE CLASS 0   24.0°C   24.0°C     6.040000   AGGREGATE SUBLE CLASS 0   24.0°C   24.0°C     9.040000   AGGREGATE SUBLE CLASS 0   24.0°C   24.0°C     9.0400000   AGGREGATE SUBLE CLASS 0   24.0°C   24.0°C     9.0400000000000000000000000000000000000			75th AVENUE - MEDIAN EXTENSION NORTH OF OLIVE	***************************************			***************************************
22202021   REMOVAL, CF CONCRETE CURB AND GUTTER   25.00     22202022   REMOVAL, CF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS   SO.TO   190   \$5.00     22202022   REMOVAL, CF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS   SO.TO   190   \$5.00     2220202   REMOVAL, CF CONCRETE PACEMENT   20.00     2220202   REMOVAL, CF CONCRETE PACEMENT   20.00     2220202   REMOVAL, CF CONCRETE PACEMENT   20.00     2220202   REMOVAL, CF CONCRETE ROLL STACK COAT   TO.N   24   \$519.00     2220202   REMOVAL, CF CONCRETE (3/4 MX)   TO.N   24   \$520.00     222020   REMOVAL, CF CONCRETE (3/4 MX)   TO.N   24   \$520.00     222020   REMOVED CONCRETE (3/4 MX)   TO.N   24   \$520.00     222020   REMOVED CONCRETE SINGLE CURB (MAG DET, Z22)(TYPE A) (	<u> </u>		ESTIMATED COST				***************************************
2020026   REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS   SOFT   100   \$5.00	1 4						
5. 2020026 REMOVAL OF CONCIDENTE SIDEWALKS, DRIVEWAYS AND SLABS         SQ.FT.         100         \$4.00           6. 2020026 REMOVAL OF ASPHALTIC CONCIDENTE PAVEMENT         \$0.00.00.         17         \$150.00           7. 3030022 AGGREGATE BASE, CLASS         \$0.00.00.         34         \$250.00           8. 3030022 AGGREGATE BASE, CLASS 6         \$0.00.00.         44.00.10         4         \$120.00           10. 4040282 ASPHALTIC CONCIDENTE GAL* MIX         14.00.00         7         70.00         4         \$120.00           11. 4060008 ASPHALTIC CONCINENTE GAL* MIX         12.00         70.00         28         \$20.00         \$20.00           12. 4060008 ASPHALTIC CONCINENTE GAL* MIX         12.00         10.00         \$20.00         \$20.00         \$20.00           13. 4060008 ASPHALTIC CONCINENTE GAL* MIX         12.00         \$0.00         \$30.00         \$30.00         \$30.00           14. 5210011 MEDIAN PAVING         SUBTOTAL CONSTRUCTION COST (1)         L.SUM         1         \$2.00%         \$30.00           15. 5         MAINTENANCE OF TRAFFIC SHARE*         L.SUM         1         \$2.00%         \$30.00         \$30.00           16. 5         MAINTENANCE OF TRAFFIC SHARE*         L.SUM         1         \$2.00%         \$30.00         \$30.00           20. 5<	٠ [٦		BEMOYAL OF CONCRETE CURB AND GUTTER	i.	50	\$2.00	\$100.00
COUNTY   COUNTY   CONCINEER PAVEMENT   COUNTY	‡ u	l	BEMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ.FT.	100	\$4.00	\$400.00
10   10   10   10   10   10   10   10	0 4		DENADVAL OF ASPHALTIC CONCRETE PAVEMENT	SQ.YD.	190	\$2.00	\$380.00
1000000000000000000000000000000000000			AGCDEGATE BASE CLASS 2	CU.YD.	17	\$18.00	\$306.00
10   4040282   ASPHALTE INLINENCE COAT   1   1   1   1   1   1   1   1   1			ACCITICATE STREAM CHASS 6	CU.YD.	34	\$25.00	\$850.00
19   449410   19   47000   47000	<u>"</u>		ACCITICATION STACK COAT	HOUR	4	\$120.00	\$480.00
10   4440228   ASTAHL INVESTITAL STONCHETE (34" MIX)	"	1.	APPLI DI UNINOCO I DOSTOCOSTI	TON	<b>*</b>	\$190.00	\$190.00
11   4080000 ASTTALLIU CONCRETE SINGLE CURB (MAG DET, 222)(TYPE A) (			ASPRACION TO CONTRACT TO CONTR	NOT	28	\$20.00	\$560.00
12         4 B000205 IMMNEHAL, ADMINIAL UTFLICATORY MARCHET         LFT.         214         \$7.00         \$6.00           14         9 200010B CONCRETE SINGLE CURB (MAG DET. 222)(TYPE A).         SO, YO.         90         \$30.00         \$6.00         \$30.00	=  :		ASPRACIO CONCOLLIC (2/1 min)	NOT	*	\$90.00	890.00
13   9080108  CONCRETE SINGLE CUHS (WAS DET. 225)   17 = 27, 17		1	MINEHAL AUWINI OUE (FOL 9/4 WILX)		214	\$7.00	\$1,498.00
14   9210011   MEDIAN PAVING   1   SUBTOTAL CONSTRUCTION COST (1)   1   2.40%   2.40%	=	1	CONCRETE SINGLE CURB (MAG DET. 222)( LITE 7) (		Ub	\$30.00	\$2,700.00
15   MAINTENANCE OF TRAFFIC SHARE'   L.SUM   1   2.40%     19   CONSTRUCTION SURVEYING AND LAYOUT SHARE   L.SUM   1   2.40%     19   CONSTRUCTION SURVEYING AND LAYOUT SHARE   L.SUM   1   2.40%     20   CONTRACTOR QUALITY CONTROL SHARE   L.SUM   1   2.10%     21   MOBILIZATION SHARE   L.SUM   1   10.00%     22   MOBILIZATION SHARE   SUBTOTAL CONSTRUCTION COST (2)     23   MOBILIZATION SHARE   SUBTOTAL CONSTRUCTION COST (2)     24   DESIGN ENGINEERING   ITEM 1 TOTAL COST     25   SUBTOTAL CONSTRUCTION COST (2)     26   Notes:   27   Notes:   28   Notes:   29   Construction cost of the City's items.   Construction sost of the City's items.   Construction cost of the City's items.   Con	7		MEDIAN PAVING				
16   MAINTENANCE OF TRAFFIC SHARE'   L.SUM   1   2.40%     19   CONSTRUCTION SURVEYING AND LAYOUT SHARE'   L.SUM   1   2.40%     20   CONSTRUCTION SURVEYING AND LAYOUT SHARE'   L.SUM   1   2.10%     21   MOBILIZATION SHARE'   L.SUM   1   10.00%     22   MOBILIZATION SHARE'   SUBTOTAL CONSTRUCTION COST (2)   L.SUM   1   10.00%     23   SUBTOTAL CONSTRUCTION COST (2)   L.SUM   1   10.00%     24   DESIGN ENGINEERING   ITEM 1 TOTAL COST     25   Notes:   ITEM 1 TOTAL COST     26   Construction cost of the City's items.   Construction Surveying and Layout was calculated on a percentage basis (2.3% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction Surveying and Layout was calculated on a percentage basis (2.3% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the contraction Cost of the City's items.   Construction Cost of the City's items.   Con	7	2	The state of the s				
17   MAINTENANCE OF TRAFFIC SHARE'   L.SUM   1 2.40%     19   CONSTRUCTION SURPLEYING AND LAYOUT SHARE     20   CONTRACTOR QUALITY CONTROL SHARE     20   CONTRACTOR QUALITY CONTROL SHARE     21   MOBILIZATION SHARE     22   MOBILIZATION SHARE     23   SUBTOTAL CONSTRUCTION COST (2)     24   DESIGN ENGINEERING   ITEM 1 TOTAL COST     25   SUBTOTAL CONSTRUCTION COST (2)     26   SUBTOTAL CONSTRUCTION COST (2)     27   Amentenance of Traffic was calculated on a percentage basis (2.4% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.   28   Construction cost of the City's items.     30   Construction cost of the City's items.     4   Construction cost of the City's items.     5   Construction cost of the City's items.     5   Construction cost of the City's items.     6   Construction cost of the City's items.     7   Construction cost of the City's items.     8   Construction cost of the City's items.     9   Construction cost of the City's items.     10   Construction cost of the City's items.     11   Construction cost of the City's items.     12   Construction cost of the City's items.     13   Construction cost of the City's items.     14   Construction cost of the City's items.     15   Construction cost of the City's items.     16   Construction cost of the City's items.     17   Construction cost of the City's items.     18   Construction cost of the City's items.     19   Construction cost of the City's items.     10   Construction cost of the City's items.	7	2	SUBTOTAL CONSTRUCTION COST (1)	***************************************			57,554.01
18				A COLUMN ASSESSMENT AS			
CONSTRUCTION SURVEYING AND LAYOUT SHARE <sup>2</sup>   L.SUM   1   2.10%	<u> </u>		MAINTENANCE OF TRAFFIC SHARE	L.SUM	-	2.40%	\$181.00
15   CONTRACTOR QUALITY CONTROL SHARE <sup>3</sup>   L.SUM   1   10.00%     21   MOBILIZATION SHARE <sup>4</sup>   L.SUM   1   10.00%     22   SUBTOTAL CONSTRUCTION COST (2)			CONSTRICTION SUBVEYING AND LAYOUT SHARE <sup>2</sup>	L.SUM	<b></b>	2.90%	\$219.00
21 MOBILIZATION SHARE* 22 SUBTOTAL CONSTRUCTION COST (2) 23 SUBTOTAL CONSTRUCTION COST (2) 24 DESIGN ENGINEERING 25 ITEM 1 TOTAL COST 26 STAND TABLES 27 STAND SHARE* 28 DESIGN ENGINEERING 29 ITEM 1 TOTAL COST (2) 29 Construction cost of the City's items. 29 Construction cost of the City's items. 20 Construction cost of the City's items. 20 Construction cost of the City's items. 21 Construction cost of the City's items. 22 Construction cost of the City's items. 23 Contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the City's items. 3 Contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the City's items.		0 0	CONTRACTOR DISALITY CONTROL SHARE	L.SUM	-	2.10%	\$159.00
SUBTOTAL CONSTRUCTION COST (2)  DESIGN ENGINEERING  ITEM 1 TOTAL COST  SUBTOTAL CONSTRUCTION COST (2)  SUBTOTAL CONSTRUCTION COST (2)  ITEM 1 TOTAL COST  SIEM 1 TOTAL COST  ITEM 1 TOTAL COST  Signal Project) of the City's items.  1. Maintenance of Traffic was calculated on a percentage basis (2.9% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.  2. Construction cost of the City's items.  2. Construction cost of the City's items.  3. Contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor obtains control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor obtains control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor obtains control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor of the City's items.	<u> </u>	5		E.SUM	ψ	10.00%	\$755.00
23  24 DESIGN ENGINEERING  25  26  27  28  29  29  29  20  ITEM 1 TOTAL COST (2)  Substorated on a percentage basis (2.4% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction Surveying and Layout was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction sort of the City's items.  2 Construction Surveying and Layout was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a construction was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor of the City's items.	N		WOBILIZATION STATE				
25 ITEM 1 TOTAL COST  Notes:  Notes:  1. Maintenance of Traffic was calculated on a percentage basis (2.9% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.  26 Construction cost of the City's items.  27 Construction cost of the City's items.  28 Construction cost of the City's items.  3 Contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the City Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave/9	ΝĮ	21	(c) TOO INCIDENTIAL CONTRACTOR CO				\$8,868.0
17 ITEM 1 TOTAL COST  Notes:  1. Maintenance of Traffic was calculated on a percentage basis (2.4% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.  2. Construction cost of the City's items.  3. Construction cost of the City's items.  4. Construction cost of the City's items.  5. Construction cost of the City's items.  6. Construction cost of the City's items.  7. Construction cost of the City's items.  8. Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of a contractor		33	SUBIOIAL CONSTRUCTION COST (2)				0 006 83
Notes:  1. Maintenance of Traffic was calculated on a percentage basis (2.4% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.  2. Construction cost of the City's items.  3. Construction cost of the City's items.  4. A contractor of the City's items.  5. Construction cost of the City's items.  6. Construction cost of the City's items.  7. Construction cost of the City's items.  8. Contractor Outlity Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) or a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) or a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) or a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) or a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) or a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) or a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) or a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) or a contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) or a contractor of the C		4	DESIGN ENGINEERING				0.003.00
Notes:  Notes:  Notes:  Construction cost of the City's items.  2. Construction Surveying and Layout was the construction cost of the City's items.  3. Contractor Quality Control was calculate.		ίζ	ITEM 1 TOTAL COST				512,068.0
Notes:  1. Maintenance of Traffic was calculated or construction cost of the City's items.  2. Construction Surveying and Layout was the construction cost of the City's items.		<u>g</u>		***************************************			***************************************
construction cost of the City's items.  2. Construction Surveying and Layout was the construction cost of the City's items.  3. Contractor Quality Control was calculate.	···		nance of Traffic was calculated on a percentage basis (2.4% based upon the Contra	actor's actual bio	on the 27th Ave/	91st Ave & Grand Pr	olect) of the
the construction cost of the City's items.	15	constructi	on cost of the City's items.	on the Contract	or's actual bid on t	he 27th Ave/91st Ave	e & Grand Project) of
	(	the constr				() 2	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )
	6	3. Contra	ctor Quality Control was calculated on a percentage basis (2.1% based upon the Co	ontractor's actua	il bid on the 27th A	lve/91st Ave & ਯਾਕਨ	a Projecti of tile

4. Mobilization was calculated on a percentage basis (10.0% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items. Engineer's Estimate Version (100%) JPA 02-89 Date: 01/20/2003

# ITEM 2 SUMMARY BACKUP

Item No	Item Description	ij	Quantity	Unit Price	Amonnt
-	OLIVE AVENUE - TRAFFIC SIGNAL INTERCONNECT			ATTION AND THE PROPERTY OF THE	
2	ESTIMATED COST				
6	The state of the s				
2 4	ELECTRICAL CONDUIT (4")	L'A.	400	\$8.00	\$3,200.00
	PULL BOX (NO. 7) (WITH EXTENSION)	EACH	2	\$500.00	\$1,000.00
9 9	ELECTRICAL SYSTEM (INTERCONNECT CONDUIT IN OLIVE AVENUE BRIDGE)	L.SUM	<del></del>	\$5,000.00	\$5,000.00
. 8	SUBTOTAL CONSTRUCTION COST (1)		WWW.man.	- Halling And	\$9,200.00
6	Transport Control of C			7.7.1111A	***************************************
2 5	MAINTENANCE OF TRAFFIC SHABE'	L.SUM	0	2,40%	\$0.00
2 +	CONSTRICTION SURVEYING AND LAYOUT SHARE	L.SUM	_	2.90%	\$267.00
12	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	****	2.10%	\$193.00
13	MOBILIZATION SHARE	L.SUM		10,00%	\$920.00
4	and the state of t				
15	SUBTOTAL CONSTRUCTION COST (2)				\$10,580.00
16	DESIGN ENGINEERING			- Administration	\$1,600.00
17	ITEM 2 TOTAL COST	- Alliando Apple			\$12,180.00
18	The second secon				AAA WAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

1. Maintenance of Traffic is calculated on a percentage basis (2.4% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items

but was not included due to the proposed enhancements being outside of the existing roadway.

2. Construction Surveying and Layout was calculated on a percentage basis (2.9% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.

3. Contractor Quality Control was calculated on a percentage basis (2.1% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's

4. Mobilization was calculated on a percentage basis (10.0% based upon the Contractor's actual bid on the 27th Ave/91st Ave & Grand Project) of the construction cost of the City's items.



### OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION TRANSPORTATION SECTION WRITER'S DIRECT LINE 602.542.8855

### INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR02-1963TRN (JPA 02-89), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED March 12, 2003.

TERRY GODDARD Attorney General

SUSAN E. DAVIS

Assistant Attorney General Transportation Section

/ss

att.